

**BEFORE THE TENNESSEE REGULATORY AUTHORITY AT
NASHVILLE, TENNESSEE**

June 16, 2000

IN RE:

**BELLSOUTH TELECOMMUNICATIONS, INC.
TARIFF TO INTRODUCE THE WELCOME
BACK! WIN BACK PROGRAM**

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DOCKET NO. 00-00391

**INITIAL ORDER ACCEPTING SETTLEMENT AGREEMENT AND APPROVING
REVISED TARIFF**

This matter came before the Tennessee Regulatory Authority (the "Authority" or "TRA") at a regularly scheduled Authority Conference held on June 6, 2000 for consideration of the Tariff to Introduce the "Welcome Back! Win Back Program" filed by BellSouth Telecommunications, Inc. ("BellSouth") on May 16, 2000. The Authority also considered the Petition to Suspend Tariff, Convene a Contested Case and to Intervene ("Petition") filed on June 2, 2000 by NextLink Tennessee, Inc. ("NextLink").

The Directors heard oral argument from the parties on NextLink's Petition at the June 6, 2000 Authority Conference. The parties agreed that the matter could proceed in an expeditious manner. Thereafter, a majority of the Directors¹ voted to convene a contested case proceeding. Applying the legal standards for intervention, codified at Tenn. Code Ann. § 4-5-310, a majority of the Directors granted NextLink's intervention. Having determined to

¹ Director Greer moved that NextLink's Petition be denied and the Tariff be approved. He expressed concern that NextLink's petition may be a delaying tactic and considered the petition as not having merit. His motion was not seconded. Director Greer further stated that by approving the tariff the Authority would promote competition by offering more competitive choices to consumers.

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proceed with a contested case and allow the intervention, a majority of the Directors appointed General Counsel or his designee to act as the Hearing Officer in this matter for the purpose of establishing a procedural schedule and rendering an initial decision on the merits of BellSouth's Tariff.

A Pre-Hearing Conference was held following the Authority Conference on June 6, 2000 to discuss preliminary matters and to set a procedural schedule to completion. At the beginning of the Pre-Hearing Conference, Time Warner Telecom of the Mid-South, L.P., New South Communications Corporation, and Southeastern Competitive Carriers Association orally moved to intervene. Without objection from any party, the Hearing Officer accepted the oral motions for intervention and approved the intervention requests.

In keeping with the remarks of BellSouth and NextLink that the matter could proceed in an expeditious manner, the Hearing Officer established an expedited procedural schedule. The schedule required that any parties wishing to intervene file their petitions no later than June 9, 2000. In addition, all parties filed discovery requests on June 9, 2000 in compliance with the schedule.

On June 14, 2000, the parties submitted a Joint Petition for Approval of Revised Tariff Embodying Settlement Agreement ("Settlement Agreement") to the Authority and attached Revised Tariff pages ("Revised Tariff").² The Settlement Agreement is attached hereto as Exhibit A, and its terms and conditions are specified therein. The Settlement Agreement reached by the parties provides for revising the original Tariff to satisfy and resolve the concerns of the Intervenors.

² The last paragraph of the Settlement Agreement states: "Finally, all parties have agreed to hold all discovery and other filings in abeyance pending the TRA's consideration and approval of the attached revised tariff." Absent the filing of a motion and subsequent grant of the requested relief by either the Authority or Hearing Officer, such an agreement does not bind the Authority and is followed by the parties at their own peril.

The purpose of the Revised Tariff is to introduce a competitive response program designed to provide discounts to certain business customers who enter into term plans.³ To qualify for the program, business customers must be served from designated wire centers listed in the Tariff and must have monthly billed revenues ranging between \$70 and \$10,000. Qualifying business customers must then sign a term plan or contract of one, two, or three years during the enrollment period of June 15 through September 13, 2000 in order to receive monthly discounts ranging from eight percent (8%) to eighteen percent (18%) on monthly billed services.⁴ After the enrollment period has ended, no customers may participate in the program. Termination charges may be imposed if a participating business customer prematurely terminates a Tariff plan.

As specified in the Settlement Agreement, BellSouth revised the Tariff to:

1. Remove the requirement that participating business customers currently have service with another local service provider;
2. Modify the termination liability provisions such that charges for termination or cancellation of service under the Tariff shall not exceed the lesser of: (a) the repayment of discounts received during the previous twelve (12) months of service, or (b) six percent (6%) of the total tariffed service agreement amount; and
3. Change the effective date to June 20, 2000.

The Hearing Officer finds that it is within the grant of authority from the Directors to hear this matter on the merits to review and to either disapprove or approve the Settlement Agreement and Revised Tariff. After having reviewed the documents submitted by the

³ A term plan is an agreement to purchase a service for a specific duration usually expressed in months, such as a 36-month term, as opposed to a month-to-month agreement, which commits the purchaser to only one month.

⁴ Local, toll, and private line services are eligible for Tariff program discounts.

parties, the Hearing Officer finds that the Revised Tariff is consistent with the terms of the Settlement Agreement. The Hearing Officer further finds that the termination provision in the Revised Tariff requiring the repayment of discounts received during the previous twelve (12) months of service is consistent with prior decisions of the Authority unanimously approving similar termination provisions. *See BellSouth Telecommunications, Inc. Tariff Filing to Introduce Toll Free Dialing Service, Order Approving Tariff to Introduce Toll Free Dialing Service*, Docket No. 99-00683 (January 5, 2000). With respect to the termination provision in the revised Tariff that caps termination charges at six percent (6%) of the total tariffed service agreement amount, the Hearing Officer concludes that the capping provision further limits the amount of termination charges that can be imposed by BellSouth and is therefore in the best interest of Tariff program participants.

Finally, the Revised Tariff provides that, in addition to the reimbursement of discounts, tariffed termination liability charges for individual services will be applied, if applicable. The Hearing Officer concludes that imposition of tariffed termination liability charges for underlying individual services that are used to meet the program participant's monthly billed revenue commitment is analogous to the requirements of termination provisions found in BellSouth's volume and term Contract Service Arrangements ("CSAs").⁵ These CSAs generally provide that customers pay applicable tariffed termination liability charges should the customer elect to terminate the underlying service commitments. The Hearing Officer finds that the Authority has voted unanimously to approve several volume and term Contract Service Arrangements containing such analogous termination provisions, such as Docket Nos. 99-00210 and 99-00244 approved at the Special Authority Conference

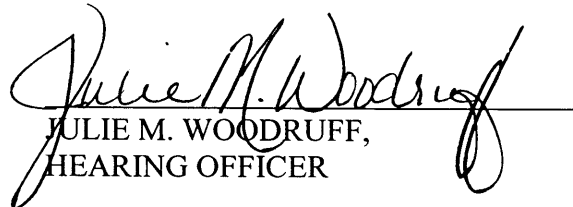
⁵ Customers with volume and term Contract Service Arrangements are not eligible for the Tariff program.

held on September 2, 1999; Docket No. 00-00085 approved at the Authority Conference held on February 29, 2000; and Docket Nos. 00-00125 and 00-00126 approved at the Authority Conference held on March 14, 2000.

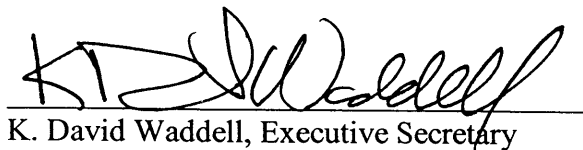
Given the overall benefits this Tariff provides and the Tariff's consistency with other tariffs and CSAs unanimously approved by the Authority, the Hearing Officer concludes that the Settlement Agreement should be accepted and the Revised Tariff should be approved.

IT IS THEREFORE ORDERED THAT:

1. The Joint Petition for Approval of Revised Tariff Embodying Settlement Agreement is accepted and the Revised Tariff approved; and
2. This Initial Order will be considered by the Directors of the Tennessee Regulatory Authority at the regularly scheduled Authority Conference to be held on June 20, 2000.


JULIE M. WOODRUFF,
HEARING OFFICER

ATTEST:


K. David Waddell, Executive Secretary

BellSouth Telecommunications, Inc.
2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6311
Fax 615 214-7406

REC'D TN
REGULATORY AUTH.

Patrick Turner
Attorney

'00 JUN 14 PM 3 01
June 14, 2000
OFFICE OF THE
EXECUTIVE SECRETARY

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *BellSouth Tariff*
Docket No. 00-00391

Dear Mr. Waddell:

The parties to this docket have reached a settlement agreement. Accordingly, enclosed are the original and thirteen copies of a Joint Petition for Approval of Revised Tariff Embodying Settlement Agreement for consideration by the Directors. As stated in the document, the parties to this docket respectfully request that you place the revised tariff that BellSouth is filing contemporaneously with this Petition on the Director's June 20, 2000 Conference and approve that Tariff during that Conference. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,

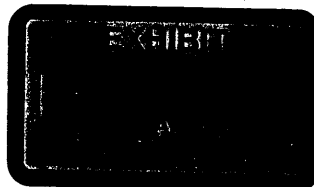


Patrick W. Turner

PWT:ch

Enclosure

cc: Hon. Julie Woodruff, Hearing Officer



BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *BellSouth "Win Back" Tariff*
 Docket No. 00-00391

JOINT PETITION FOR APPROVAL OF
REVISED TARIFF EMBODYING SETTLEMENT AGREEMENT

BellSouth Telecommunications, Inc., NEXTLINK Tennessee Inc., Southeastern Competitive Carriers Association, Time Warner Telecom of the Mid-South, L.P. and New South Communications Corporation,¹ jointly petition the Tennessee Regulatory Authority ("TRA") to approve the attached revised tariff that BellSouth has contemporaneously filed with the TRA today.

This revised tariff embodies the settlement agreement reached by the parties by:

1. Removing the requirement that participating business customers currently have service with another local service provider and making this offering available to any business customers in the wire centers designated in the revised tariff; and
2. Modifying the termination liability provisions in the original tariff to make them explicitly consistent with the terms of the proposed settlement agreement submitted to the TRA for approval in Docket No. 00-00170 (*Petition to Require BellSouth Telecommunications, Inc. to Appear and Show Cause that Certain Sections of its General Subscriber Services Tariff and Private Line Services Tariff Do Not Violate Current State and Federal Law*).

¹ No other persons or entities have intervened in this docket.

All parties to this docket request the TRA to place the attached revised Tariff on the Agenda for the Director's June 20, 2000 Conference and to approve the Tariff during that Conference. All Intervenors agree to withdraw from this docket upon such approval.

Finally, all parties have agreed to hold all discovery and other filings in abeyance pending the TRA's consideration and approval of the attached revised Tariff.

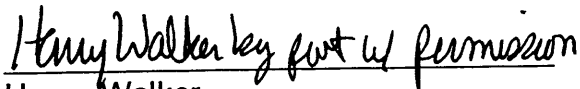
Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.



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HELLEN

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(615/)726-1200

Counsel for Time Warner and New South

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Room 22B22 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300

Jim Gotto
Manager
Regulatory

June 14, 2000

Ms. Darlene Standley
Regulatory Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

Dear Darlene:

SUBJECT: Tariff Filing for Welcome Back! Win Back Program Docket No 00-00391

These revised tariff pages replace, in their entirety, the tariff pages filed May 16, 2000.

General Subscriber Services Tariff A
Section A13 - Contents Fifth Revised Page 6
First Revised Page 68.1
Original Page 68.2
Second Revised Page 69

Private Line Services Tariff
Subject Index - Third Revised Page 2
Section B7 - Contents Fifth Revised Page 2
First Revised Page 54
Original Page 55

This filing is being revised to comply with the settlement agreement reached among BellSouth, Nextlink, SECCA, Time Warner, and New South that is being filed concurrent with this filing. The revisions include changing the offering name to Competitive Response Program and extending the availability to any business customer that meet the revenue criteria in specified wire centers.

June 14, 2000
Page 2

We appreciate your returning a receipted copy as evidence of this substitution. Please call me at 214-3815 if you have questions or wish to discuss.

Yours truly,

A handwritten signature in black ink, appearing to be "M. D.", written over a large, loopy circular mark.

Attachments

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

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A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.54 Business Programs (Cont'd)

A13.54.1 Business Discount Program (Cont'd)

B. Discount Schedule (Cont'd)

2. If a Program participant purchases new services during the 60-day enrollment period, line connection charges will be waived for those services ordered.
3. A bonus 5 percent discount in addition to the base discounts will apply to non-recurring and monthly recurring charges for BellSouth® Primary Rate ISDN Service. This includes existing services and those ordered by a Program participant during the 60-day enrollment period.
4. For each month during which a contract which is signed under this Program is in effect, the customer will receive the discount associated with the customer's total billed revenue at a given location as defined in A.1.; 2.; 3.; and 4., preceding for that particular month.
5. If a Program participant's monthly revenue at a given location in a given month falls below the minimum revenue per month or above the maximum revenue per month, discounts will not be applied at that location for that month.
6. The applied discounts will appear as a credit in the Other Charges and Credits (OC&C) section of the Program Participant's bill.

A13.54.2 Competitive Response Program

A. Rules and Regulations

Beginning June 15, 2000, continuing until September 13, 2000, qualifying customers may enroll in this Program, which provides discounts on their billed BellSouth revenue as described below, by signing a one-year, two-year, or three-year term contract.

1. This Program is available to business customers in the designated wire centers (listed in bold) of the following Exchanges: Chattanooga - **Brainerd, Dodds, Ninth St; Franklin - Cool Springs, Main; Knoxville - Bearden, Fountain City, Main, West Hills; Memphis - Bartlett, Chickasaw, Eastland, Germantown, Main, Midtown, Oakville, Southland, Southside; Nashville - Airport, Brentwood, Burton Hills, Crieve Hall, Donelson, Inglewood, Madison, Main, Sharondale, University, West Meade; and Oak Ridge - Main.** In addition, customers must have total monthly billed BellSouth revenue at Tennessee locations (excluding charges identified in 4. following) between \$70 and \$10,000. Services for a Program participant that has monthly revenue outside this range are not eligible for this discount.
2. Qualifying Program participants must sign a term contract of one, two, or three years to receive the discounts that are detailed in B. following, Discount Schedule.
3. Discounts will be applied to billing for services in the General Subscriber Services Tariff and the Private Line Services Tariff.
4. Discounts are based on end-user monthly total billed BellSouth revenue at Tennessee locations excluding: Unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.
5. To participate in this Program, qualifying customers must sign a one, two, or three-year term contract between June 15 and September 13, 2000. Following this period, no subscribers may enroll in this Program. This Program is available for resale for the duration of this enrollment period. Following the expiration of this enrollment period, no new customers may enroll in the Program, but any contract established under this Program between BellSouth and its customers would continue to be available for resale for the remaining term of the existing contract. Aside from these resale situations, a customer may not assign its rights under any contract signed pursuant to this Program to another customer or to any other third party.
6. Should a participating customer terminate a contract signed under this Program without cause, charges for termination or cancellation of service shall not exceed the lesser of: (a) the repayment of discounts received during the previous 12 months of the service; or (b) 6% of the total tariffed service agreement amount. In addition to the reimbursement of the discounts, tariffed termination liability charges for individual services will be applied, if applicable.
7. The customer may renew the contract for another term under the same terms and conditions by providing BellSouth written notice of their intent to do so, thirty days in advance of the expiration of the initial term of the contract.
8. Customers with volume and term Contract Service Arrangements (CSAs) are not eligible for this Program.

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.54 Business Programs (Cont'd)

A13.54.2 Competitive Response Program (Cont'd)

A. Rules and Regulations (Cont'd)

9. Customers may not participate concurrently in any previous or current Key Customer Promotions, Business Discount Program or Hunting Promotion and/or any future versions of those programs. (N)
10. Customers that have changed locations since having their service with BellSouth are not eligible to participate in this Program and are considered new customers. (N)
11. Customers with total billed BellSouth revenue at Tennessee locations as defined in 1., 2., 3. and 4. preceding that exceeds \$150,000 annually are not eligible to participate in this Program even if some or all of their accounts meet the revenue criteria. (N)

B. Discount Schedule

1. Discounts applicable to the subscribers' total billed BellSouth revenue at Tennessee locations as defined in A.1., 2., 3. and 4., preceding are as follows: (N)

Monthly Total Billed Revenue	12 Month Term	24 Month Term	36 Month Term
\$5,500 - \$10,000	16%	17%	18%
\$3,000 - \$4,499.99	14%	15%	16%
\$1,500 - \$2,999.99	12%	13%	14%
\$500.00 - \$1,499.99	10%	11%	12%
\$70.00 - \$499.99	8%	9%	10%

2. If a Program participant purchases additional services during the 90-day enrollment period, line connection charges will be waived for those services ordered. (N)
3. For each month during which a contract which is signed under this Program is in effect, the customer will receive the discount associated with the customer's total billed BellSouth revenue at Tennessee locations as defined in A.1., 2., 3. and 4., preceding for that particular month. (N)
4. If a Program participant's total billed BellSouth revenue at Tennessee locations as defined in A.1., 2., 3. and 4. preceding for a given month falls below the minimum revenue per month, discounts will not be applied for that customer. (N)
5. The applied discounts will appear as a credit in the Other Charges and Credits (OC&C) section of the Program Participant's bill. (N)

A13.55 Reserved For Future Use

A13.56 Hot Line Service

This service receives promotional pricing treatment as described in A2.3.26 of this Tariff.

A13.56.1 General

- A. Hot Line Service is an automatic dialing feature which provides the customer with the ability to automatically be connected with another line in the circuit switched network. When the customer's telephone instrument goes off-hook, a switched connection is set-up without any further action. (M)
- B. Hot Line Service may be used only in connection with individual line service. (M)
- C. Hot Line Service is furnished only from central offices which have been arranged to provide this service and is provided subject to the availability of facilities. (M)

A13.56.2 Rates and Charges

A. Hot Line Service

The rates and charges for this service are in addition to normal service and monthly charges for individual line service found in Sections A3. and A4. of this Tariff, respectively. (M)

1. Per Line Equipped (M)

	Nonrecurring Charge	Monthly Rate	USOC
(a) Residence	\$2.00	\$.50	HLS
(b) Business	2.00	.50	HLS

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.57 Warm Line Service

This service receives promotional pricing treatment as described in A2.3.26 of this Tariff.

A13.57.1 General

- A. Warm Line Service provides a customer who has basic exchange line service with a time delayed automatic dialing capability. If the customer with this service goes off-hook and initiates dialing within the time delay period, the call will proceed normally as dialed. If dialing does not commence within the time delay period (0-20 seconds), a preprogrammed telephone number is automatically dialed. The preprogrammed telephone number and time-delay period are selected by the customer at the time service is established and can be changed only via service order.
- B. Warm Line Service may be used only in connection with individual line service.
- C. Warm Line Service is furnished only from central offices which have been arranged to provide this service and is provided subject to the availability of facilities.

A13.57.2 Rates and Charges

A. Warm Line Service

The rates and charges for this service are in addition to normal service and monthly charges for individual line service found in Sections A3. and A4. of this Tariff, respectively.

1. Per Line Equipped

	Nonrecurring Charge	Monthly Rate	USOC
(a) Residence	\$25.00	\$.50	WLS
(b) Business	25.00	.50	WLS

A13.58 Uniform Access Number (UAN)

A13.58.1 Description of Service

- A. Uniform Access Number (UAN) is an optional service which provides the customer with a uniform Business Line Telephone Number for client access to the customer's service. The client will be able to dial one number from all locations within the specified area and the call can be routed to a specified customer location. UAN will be provided under the following terms and conditions.
1. A UAN telephone number may not be accessed by 0+ or 1+ toll calls. Also, no operator assisted calls will be permitted to be placed to a UAN, nor will third party or collect toll calls be permitted to be billed to UANs.
 2. The assigned telephone number will have a dedicated NXX.
 3. UAN can be delivered through a line-side connection or a trunk-side connection as specified in A3.28 of this Tariff but not simultaneously for the same dedicated NXX number. A trunk-side connection is required if UAN is used with Automatic Number Identification (ANI).
 4. Line side connections are made through regular exchange access lines (by individual business lines, PBX trunks, etc.). Trunk side connections are made via a Trunk Side Access Facility.
 5. Nonrecurring charges apply for each UAN per Traffic Operator Position System (TOPS) Tandem office. Where more than one UAN is established at the same TOPS Tandem location for the same customer and the UANs are ordered and installed at the same time the first nonrecurring charge rate element applies to the first UAN. Each additional UAN number will be billed at the additional service installed rate. The same nonrecurring charges and application apply per TOPS Tandem for UAN number changes requested by the customer subsequent to the original UAN assignment.
 6. Number changes required for Company reasons will not incur the Service Establishment Charge.
 7. A customer may reserve UANs to meet his specified growth requirements at specified locations. In the event the customer elects not to be provided with reserved UANs, assignment of these UANs cannot be assured.
 8. This service includes preassigned UANs. Such telephone numbers will be removed from reserved status and assigned as active UANs as requested by the customer.
 9. The assignment of UANs is made at the discretion of the Company. Special numbers are furnished subject to the availability of numbers.

BELLSOUTH
TELECOMMUNICATIONS, INC.
TENNESSEE
ISSUED: May 16, 2000
BY: President - Tennessee
Nashville, Tennessee

PRIVATE LINE SERVICES TARIFF

Third Revised Page 2
Cancels Second Revised Page 2

EFFECTIVE: June 20, 2000

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Billing of Private Line Service Provided by Multiple Companies		B2.
Business Programs		B7.

(N

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B7.11.1 Business Discount Program	53	(N)
B7.11.2 Competitive Response Program	54	(N)

* Service Mark of BellSouth Intellectual Property Corporation

• Registered Service Mark of BellSouth Intellectual Property Corporation

B7. DIGITAL NETWORK SERVICE

B7.11 Business Programs (Cont'd)

B7.11.1 Business Discount Program (Cont'd)

B. Discount Schedule (Cont'd)

2. If a Program participant purchases new services during the 60-day enrollment period, line connection charges will be waived for those services ordered.
3. A bonus 5 percent discount in addition to the base discounts will apply to non-recurring and monthly recurring charges for BellSouth® Primary Rate ISDN Service. This includes existing services and those ordered by a Program participant during the 60-day enrollment period.
4. For each month during which a contract which is signed under this Program is in effect, the customer will receive the discount associated with the customer's total billed revenue at a given location as defined in A.1.; 2.; 3.; and 4., preceding for that particular month.
5. If a Program participant's monthly revenue at a given location in a given month falls below the minimum revenue per month or above the maximum revenue per month, discounts will not be applied at that location for that month.
6. The applied discounts will appear as a credit in the Other Charges and Credit (OC&C) section of the Program Participant's bill.

B7.11.2 Competitive Response Program

A. Rules and Regulations

Beginning June 15, 2000, continuing until September 13, 2000, qualifying customers may enroll in this Program, which provides discounts on their billed BellSouth revenue as described below, by signing a one-year, two-year, or three-year term contract.

1. This Program is available to business customers in the designated wire centers (listed in bold) of the following Exchanges: Chattanooga - **Brainerd, Dodds, Ninth St; Franklin - Cool Springs, Main; Knoxville - Bearden, Fountain City, Main, West Hills; Memphis - Bartlett, Chickasaw, Eastland, Germantown, Main, Midtown, Oakville, Southland, Southside; Nashville - Airport, Brentwood, Burton Hills, Crieve Hall, Donelson, Inglewood, Madison, Main, Sharondale, University, West Meade; and Oak Ridge - Main.** In addition, customers must have total monthly billed BellSouth revenue at Tennessee locations (excluding charges identified in 4. following) between \$70 and \$10,000. Services for a Program participant that has monthly revenue outside this range are not eligible for this discount.
2. Qualifying Program participants must sign a term contract of one, two, or three years to receive the discounts that are detailed in B. following, Discount Schedule.
3. Discounts will be applied to billing for services in the General Subscriber Services Tariff and the Private Line Services Tariff.
4. Discounts are based on end-user monthly total billed BellSouth revenue at Tennessee locations excluding: Unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.
5. To participate in this Program, qualifying customers must sign a one, two, or three-year term contract between June 15 and September 13, 2000. Following this period, no subscribers may enroll in this Program. This Program is available for resale for the duration of this enrollment period. Following the expiration of this enrollment period, no new customers may enroll in the Program, but any contract established under this Program between BellSouth and its customers would continue to be available for resale for the remaining term of the existing contract. Aside from these resale situations, a customer may not assign its rights under any contract signed pursuant to this Program to another customer or to any other third party.
6. Should a participating customer terminate a contract signed under this Program without cause, charges for termination or cancellation of service shall not exceed the lesser of: (a) the repayment of discounts received during the previous 12 months of the service; or (b) 6% of the total tariffed service agreement amount. In addition to the reimbursement of the discounts, tariffed termination liability charges for individual services will be applied, if applicable.
7. The customer may renew the contract for another term under the same terms and conditions by providing BellSouth written notice of their intent to do so, thirty days in advance of the expiration of the initial term of the contract.
8. Customers with volume and term Contract Service Arrangements (CSAs) are not eligible for this Program.
9. Customers may not participate concurrently in any previous or current Key Customer Promotions, Business Discount Program, or Hunting Promotion and/or any future versions of those programs.
10. Customers that have changed locations since having their service with BellSouth are not eligible to participate in this Program and are considered new customers.

EFFECTIVE: June 20, 2000

B7. DIGITAL NETWORK SERVICE

B7.11 Business Programs (Cont'd)

B7.11.2 Competitive Response Program (Cont'd)

A. Rules and Regulations (Cont'd)

11. Customers with total billed BellSouth revenue at Tennessee locations as defined in 1., 2., 3. and 4. preceding that exceeds \$150,000 annually are not eligible to participate in this Program even if some or all of their accounts meet the revenue criteria. (N)

B. Discount Schedule

1. Discounts applicable to the subscribers' total billed BellSouth revenue at Tennessee locations as defined in A.1., 2., 3. and 4., preceding are as follows: (N)

Monthly Total Billed Revenue	12 Month Term	24 Month Term	36 Month Term
\$5,500 - \$10,000	16%	17%	18%
\$3,000 - \$4,499.99	14%	15%	16%
\$1,500 - \$2,999.99	12%	13%	14%
\$500.00 - \$1,499.99	10%	11%	12%
\$70.00 - \$499.99	8%	9%	10%

2. If a Program participant purchases additional services during the 90-day enrollment period, line connection charges will be waived for those services ordered. (N)
3. For each month during which a contract which is signed under this Program is in effect, the customer will receive the discount associated with the customer's total billed BellSouth revenue at Tennessee locations as defined in A.1., 2., 3. and 4., preceding for that particular month. (N)
4. If a Program participant's total billed BellSouth revenue at Tennessee locations as defined in A.1., 2., 3. and 4. preceding for a given month falls below the minimum revenue per month, discounts will not be applied for that customer. (N)
5. The applied discounts will appear as a credit in the Other Charges and Credits (OC&C) section of the Program Participant's bill. (N)

CERTIFICATE OF SERVICE

I hereby certify that on June 14, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight

Julie Woodruff, Esquire
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0500

☐ Hand
☒ Mail
☒ Facsimile
☐ Overnight

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☒ Mail
☒ Facsimile
☐ Overnight

Charles B. Welch, Esquire
Farris, Mathews, et al.
618 Church Street, #303
Nashville, Tennessee 37219